



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED



SDMS DocID 2102611

JUL — 3 2007

John F. Stoviak, Esquire
Saul Ewing LLP
1500 Market Street
Philadelphia, PA 19102-2186

**Re: Followup to CERCLA 104(e) Letter Requiring Submission of Information,
Safety Light Corporation Site ("Site"), Columbia County, PA**

Dear Mr. Stoviak:

On March 14 and May 30, 2007, the U.S. Environmental Protection Agency ("EPA") sent a certified letter to your client, Isolite Corporation (hereinafter referred to as "Isolite"), requesting information and/or documents relating to Isolite's involvement with the above-referenced Site, pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, ("CERCLA"), 42 U.S.C. § 9604(e). By letter dated June 18, 2007, you submitted a response on behalf of Isolite. EPA has reviewed your response and requires the following additional information:

1. Identify all persons and entities with or for whom Isolite transported, brokered, or otherwise arranged for the return of self-luminous signs to the Site, including but not limited to customers and third parties. Your answer should include the name, current address (or most recent address available), telephone number, and contact person for each person or entity identified.
2. For each person or entity with or for whom Isolite transported, brokered, or otherwise arranged for the return of self-luminous signs to the Site:
 - a. provide a description of the type and quantity of signs returned,
 - b. identify the type and amount of hazardous substances (including but not limited to radionuclides) contained in each of the returned signs;
 - c. provide the date(s) on which such person's or entity's signs were returned to the Site;
3. Explain Isolite's involvement in the return of self-luminous signs to the Site because of defective condition and reasons other than decreased luminosity.

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4. Provide all documents, including but not limited to purchase agreements and correspondence, regarding or related to instructions or procedures for returning self-luminous signs to the Site, between: (a) Isolite and its customers, and (b) Isolite and third parties such as brokers.
5. Provide all documents (including but not limited to log books, manifests, receipts and invoices) created or kept by Isolite related to the return of self-luminous signs to the Site.
6. Describe, and provide all documents related to, all arrangement(s) under which Isolite received payment, reimbursement, or commission from Safety Light Corporation ("Safety Light"), in exchange for (a) Isolite's sale of Safety Light signs; and (b) Isolite's marketing, management, accounting, or other services.
7. Provide all documents, including personal and internal company documents and correspondence, between Isolite and Safety Light relating to the return of exit signs to the Site.
8. Describe, and provide all documents related to, all communications (including but not limited to correspondence, permits, licenses, etc.) between Isolite and any regulatory agencies regarding the transportation and storage, treatment, recycling, reclamation, disposal or shipment of self-luminous signs to the Site.
9. Describe, and provide all documents related to, all arrangements between Isolite and any other company or entity, including but not limited to Shield Source, Inc., regarding the transportation and storage, treatment, recycling, reclamation, disposal or return of self-luminous signs to the Site.
10. Provide the name, title, areas of responsibility, current (or most recent) addresses, and telephone numbers of other individuals or entities that have documentation or information pertaining to the return of self-luminous signs to the Site.

Instructions for responding to this required submission of information were provided in EPA's May 30, 2007 letter, and are repeated herein, for your convenience:

INSTRUCTIONS

1. You may be entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure 1, *Business Confidentiality Claims/Disclosure to EPA Contractors & Grantees of Your Response*. You must clearly mark such information by either stamping or using any other form of notice that such information is trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

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2. Please provide a separate, detailed narrative response to each question, and to each subpart of a question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate by the number of the specific question(s) or subpart of the question(s) to which it responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA, shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure 2, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure 2. Those terms shall have the meaning set forth in Enclosure 2 any time such terms are used in this Information Request and/or its Enclosures.

As you are aware, Section 104 of CERCLA, 42 U.S.C. § 9604, authorizes EPA to pursue penalties in the amount of \$25,000 per day for failure to comply with that section or failure to respond adequately to required submissions of information. Pursuant to the Debt Collection Improvement Act of 1996 ("DCIA") and the subsequent Civil Monetary Penalty Inflation Adjustment Rule, 61 Federal Register ("Fed. Reg.") 69360, (December 31, 1996), codified at 40 C.F.R. Part 19, ("Penalty Inflation Rule"), violations of CERCLA § 104 are subject to a new statutory maximum penalty of \$32,500 per violation for each day during which a violation occurs. In addition, providing false, fictitious or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001. The information that you provide may be used by EPA in administrative, civil, or criminal proceedings.

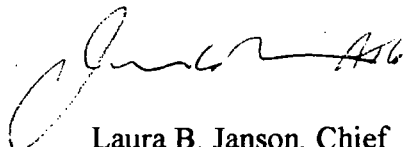
You must fully respond to this letter, or adequately justify your failure to respond, within **fourteen (14) calendar days** from your receipt of this letter. All documents and information should be submitted to:

Harry R. Steinmetz (3HS62)
U. S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

If you have any questions concerning this matter, please contact Mr. Steinmetz at (215) 814-3161 or EPA's site attorney Humane Zia at (215) 814-3454.

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Sincerely,



Laura B. Janson, Chief
Cost Recovery Branch

Enclosures: 1: Business Confidentiality Claims/Disclosure of Your Response to
EPA Contractors and Grantees
2: Definitions
3: List of Contractors That May Review Your Response

cc: Larry Newcomer (PADEP, Hazardous Sites Cleanup)
Humane Zia (3RC41)
Mitch Cron (3HS22)
Harry Steinmetz (3HS62)
Bob Prince (NRC)
Jeff Whitehead (PADEP, Radiation Protection)

Enclosure 1

Business Confidentiality Claims

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You may be entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

Disclosure Of Your Response to EPA Contractors and Grantees

EPA may contract with one or more independent contracting firms (See Enclosure 3) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employment Program (SEE Enrollees). The SEE program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to CERCLA, 42 U.S.C. Section 9604(e)(7) and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed. Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure 3, you must notify EPA in writing at the time you submit such documents.

Enclosure 2

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Definitions

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, interoffice and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 of the U.S. Code, (b) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of CERCLA, (c) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 of the U.S. Code. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including

malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).

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5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of CERCLA or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of CERCLA, and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, holding companies.

List of Contractors That May Review Your Response

- Chenega Integrated Systems, LLC
Contract #EP-S3-04-01
Subcontractors:
 - DPRA
 - Tri-State Enterprise Corporation
 - Tetra Tech EM, Inc.
Contract #68-S3-0002
Subcontractor:
 - Eagle Instruments, Inc.
 - Ecology and Environment, Inc.
Contract #68-S3-0001
Subcontractor:
 - S & S Engineers, Inc.
 - IT Corporation
Contract #68-S3-00-06
Subcontracts:
 - Weavertown Environmental Group
 - Environmental Restoration Company
 - Earth Tech, Inc.
Contract #68-S3-00-07
Subcontractors:
 - Industrial Marine Services, Inc.
 - Cline Oil
 - Hertz Equipment Rental
 - CDM-Federal Programs Corporation –
Contract #68-S7-3003
Subcontractors:
 - Tetra Tech EM, Inc.
 - Robert Kimball & Associates
 - PMA & Associates
 - Horne Engineering
 - Pacific Environmental Services
 - Black and Veatch Waste Science and Technology
Corporation/Tetra Tech, Inc.
Contract #68-S7-3002
Subcontractor:
 - Enviro Consultants Group
 - Eisenstein Malanchuck, LLP
Contract #EP-W-06-014
Subcontractors:
 - James C. Hermann & Associates
 - R. M. Fields International, LLC
 - McRae & Company, Inc.
 - Tech Law, Inc.
Contract #EP-S3-04-03
 - WRS Infrastructure & Environment, Inc. –
Contract # 68-S3-03-02
 - Kemron Environmental Services
Contract # 68-S3-03-05
 - Industrial Marine Services, Inc.
Contract # 68-S3-03-03
 - Guardian Environmental Services, Inc.
Contract # 68-S3-03-04
 - Booz-Allen & Hamilton
Contract # GS-10F-0090J (GSA Schedule)
- List of Inter-Agency Agreements**
- General Services Administration
CERCLA File Room
Contractor: Booz-Allen & Hamilton
 - General Services Administration
Spectron Superfund Site
Breslube Penn Superfund Site
Contractor: Booz-Allen & Hamilton
- List of Cooperative Agreements**
- National Association of Hispanic Elderly -
#CQ-822511
 - AARP Foundation (Senior Environmental
Employment) -
#824021
#823952
 - National Older Work Career Center, Inc.
(NOWCC)- #CQ-830919

P 030 298 449



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Restricted Delivery Fee	
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Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$

Postmark or Date

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PS Form 3800, June 1991

**STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE,
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1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carrier (no extra charge).

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2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach and retain the receipt, and mail the article.

3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

6. Save this receipt and present it if you make inquiry.

105603-92-B-0054

PS Form 3800, June 1991 (Reverse)

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- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John F. Stoviak, Esquire
Saul Ewing LLP
1500 Market Street
Philadelphia, PA 19102-2186

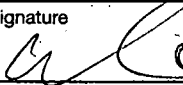
2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X



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☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7/7/00

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



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